

EXHIBIT N

Wendy Eber
Chief Financial Officer
Eber Bros. Wine & Liquor Metro, Inc.
95 Allens Creek Rd.
Bldg 2 Ste 10 & 11
Rochester, NY 14618

Re: NOTICE TO DEBTOR OF PROPOSAL TO ACCEPT COLLATERAL IN FULL
SATISFACTION OF LINE OF CREDIT NOTE DATED FEBRUARY 26, 2010 IN THE
MAXIMUM PRINCIPAL AMOUNT OF \$1,500,000.00 AND OF THE AMENDED
AND RESTATED PROMISSORY NOTE DATED MARCH 13, 2006 IN THE
PRINCIPAL AMOUNT OF \$1,503,750.00

Alexbay, LLC, the undersigned, of 30 Corporate Drive, North Haven, Connecticut
06473-3254, is the holder of the Amended and Restated Promissory Note dated March 13, 2006
in the principal amount of \$1,503,750.00 (the "EWLC Note"), executed by Eber Bros. Wine and
Liquor Corporation ("EWLC"), the obligations of which with respect to the EWLC Note were
assumed by Eber Bros. Wine & Liquor Metro, Inc. ("Metro") by the Debt Assumption
Agreement dated February 11, 2011 ("Debt Assumption Agreement"). Alexbay, LLC is also the
holder of the Line of Credit Note dated February 26, 2010 in the maximum principal amount of
\$1,500,000.00 (Line of Credit Note"), executed by Metro.

Payment of the Line of Credit Note is secured by Metro pursuant to the Security
Agreement dated February 26, 2010 ("Security Agreement") whereby Metro assigned to the
then-holder, Lester Eber, a security interest in, among other things, "[t]he shares of common
stock and preferred stock, or partnership, membership and other ownership interests, now or
hereafter owned by Debtor, including, without limitation, any membership interest in Eber-

Connecticut, LLC now or hereafter owned, directly or indirectly by Metro....” Payment of the Line of Credit Note and the EWLC Note are also secured by Metro pursuant to the Amended and Restated Security Agreement dated February 11, 2011 (“Amended and Restated Security Agreement”) whereby Metro assigned and granted to the then-holder Lester Eber a security interest in “[t]he shares of common stock and preferred stock, or partnership, membership and other ownership interests, now or hereafter owned by Debtor, including, without limitation, any membership interest in Eber-Connecticut, LLC now or hereafter owned, directly or indirectly by Metro.”

By assignment of Note and Security Agreement dated January 18, 2012, Lester Eber irrevocably granted, assigned and transferred all right, title, interest and benefits he had in and to the EWLC Note, the Security Agreement and the Amended and Restated Security Agreement to Alexbay, LLC. By Assignment of Line of Credit Note dated January 18, 2012, Lester Eber irrevocably granted, assigned and transferred all right, title, interest and benefits he had in and to the Line of Credit Note, the Security Agreement and the Amended and Restated Security Agreement to Alexbay, LLC.

The amount due and payable pursuant to the Amended and Restated Promissory Note dated March 13, 2006 is \$1,951,874.26 as of December 31, 2011, plus interest accruing at the rate of nine percent (9%) per annum thereafter. The amount due and payable pursuant to the Line of Credit Note dated February 26, 2010 is \$1,698,828.22 as of December 31, 2011 plus interest accruing at the rate of twelve and one-half percent (12 ½%) per annum thereafter.

Metro has defaulted and continues to remain in default on payments due under the EWLC Note, the Debt Assumption Agreement, the Line of Credit Note, the Security Agreement and the Amended and Restated Security Agreement described above.

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Pursuant to N.Y.U.C.C. § 9-620, Alexbay proposes to accept the membership interest owned by Metro in Eber-Connecticut, LLC in full satisfaction of the obligations set forth in the EWLC Note and the Line of Credit Note secured by the Security Agreement and the Amended and Restated Security Agreement.

In accordance with N.Y.U.C.C. § 9-620, you must object in writing to this proposal to accept the membership interest owned by Metro in Eber-Connecticut, LLC in satisfaction of the obligations created by the Note, the Guaranty and the Line of Credit Note within twenty (20) days after the date this notification was sent to Metro.

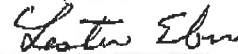
Your objection to the acceptance by Alexbay, LLC of Metro's membership interest in Eber-Connecticut, LLC must be received by Alexbay, LLC within twenty (20) days of the date this notification was sent at the following address:

Alexbay, LLC
30 Corporate Drive
North Haven, Connecticut 06473-3254

Dated: January __, 2012

ALEXBAY, LLC

By



Lester Eber, its Sole Member

BY CERTIFIED MAIL
RETURN RECEIPT REQUESTED
7004 2890 0003 6983 9970

P.6/9

To: 4328702

JAN-19-2012 15:08 From:

Wendy Eber
Chief Financial Officer
Eber Bros. Wine and Liquor Corporation.
155 Paragon Drive
Rochester, NY 14624

Re: NOTICE TO DEBTOR OF PROPOSAL TO ACCEPT COLLATERAL IN FULL SATISFACTION OF AMENDED AND RESTATED PROMISSORY NOTE DATED MARCH 13, 2006 IN THE PRINCIPAL AMOUNT OF \$1,503,750.00 AND OF THE LINE OF CREDIT NOTE DATED FEBRUARY 26, 2010 IN THE MAXIMUM AMOUNT OF \$1,500,000.00

Alexbay, LLC, the undersigned, of 30 Corporate Drive, North Haven, Connecticut 06473-3254, is the holder of the Amended and Restated Promissory Note dated March 13, 2006 in the principal amount of \$1,503,750.00 executed by Eber Bros. Wine and Liquor Corporation ("EWLC")(the "EWLC Note"). Alexbay, LLC is also the holder of the Line of Credit Note dated February 26, 2010 in the maximum principal amount of \$1,500,000.00 (Line of Credit Note"), executed by Metro, the obligations of which were guaranteed by EWLC pursuant to the Guaranty dated February 26, 2010 ("Guaranty"). By the Debt Assumption Agreement dated February 11, 2011, Metro irrevocably assumed all of EWLC's obligations to pay principal, interest and other obligations and liabilities in respect of the EWLC Note.

Payment of the EWLC Note and the Line of Credit Note are secured by EWLC pursuant to the Amended and Restated Security Agreement dated February 11, 2011 ("Amended and Restated Security Agreement") whereby EWLC assigned and granted to the then-holder, Lester Eber, a security interest in "[t]he shares of common stock, preferred stock, or partnership, membership and other ownership interest, now or hereafter owned by Debtor..." The Line of

Credit Note is also secured by the Security Agreement dated February 26, 2010 ("Security Agreement"), whereby EWLC assigned and granted it to the then-holder, Lester Eber, "[t]he shares of common stock and preferred stock, or partnership, membership and other ownership interests now or hereafter owned by Debtor..."

By assignment of Note and Security Agreement dated January 18, 2012, Lester Eber irrevocably granted, assigned and transferred all right, title, interest and benefits he had in and to the EWLC Note, the Security Agreement and the Amended and Restated Security Agreement to Alexbay, LLC. By Assignment of Line of Credit Note and Security Agreement dated January 18, 2012, Lester Eber irrevocably granted, assigned and transferred all right, title, interest and benefits he had in and to the Line of Credit Note, the Securities, the Guaranty, the Security Agreement and the Amended and Restated Security Agreement to Alexbay, LLC.

The amount due and payable pursuant to the Amended and Restated Promissory Note dated March 13, 2006 is \$1,951,874.26, including principal and interest, as of December 31, 2011, plus interest accruing at the rate of nine percent (9%) per annum thereafter. The amount due and payable pursuant to the Line of Credit Note dated February 26, 2010 is \$1,698,828.22, including principal and interest, as of December 31, 2011 plus interest accruing at the rate of twelve and one-half percent (12 ½%) per annum thereafter.

EWLC has defaulted and continues to remain in default on payments due under the EWLC Note, Guaranty, the Line of Credit Note, the Security Agreement and the Amended and Restated Security Agreement described above.

Pursuant to N.Y.U.C.C. § 9-620, Alexbay proposes to accept the shares of common stock owned by EWLC in Eber Bros. Wine & Liquor Metro, Inc. ("Metro") in full satisfaction of the

obligations created by the Amended and Restated Promissory Note, the Line of Credit Note, the Guaranty, the Securities Agreement and the Amended and Restated Security Agreement.

In accordance with N.Y.U.C.C. § 9-620, you must object in writing to this proposal by Alexbay, LLC to accept the common stock in Metro owned by EWLC in full satisfaction of the obligations created by the Note, the Guaranty, the Line of Credit Note, the Security Agreement and the Amended and Restated Security Agreement within twenty (20) days after the date this notification was sent to you.

Your objection to the acceptance by Alexbay, LLC of Metro's membership interest in Eber-Connecticut, LLC must be received by Alexbay, LLC within twenty (20) days of the date this notification was sent at the following address:

Alexbay, LLC
30 Corporate Drive
North Haven, Connecticut 06473-3254

Dated: January __, 2012

ALEXBAY, LLC

By _____
Lester Eber, its Sole Member

BY CERTIFIED MAIL
RETURN RECEIPT REQUESTED